

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CATHAY BANK,

Plaintiff,

v.

UNITED ALUMINUM DOOR INC.,
VERY-TACT, INTERNATIONAL, INC.,
ARCHIVISIONS, INC., WAH WOON
TAM a/k/a WAYNE TAM, JEN-
HAO MAO, SANDY LIANG, KUO WIN
LIU.,

Defendants.

Civil Action No. 07CV4152 CV
(DC)(MHD)

**ANSWER TO PLAINTIFF'S
COMPLAINT BY DEFENDANTS
UNITED ALUMINUM DOOR INC.,
VERY-TACT, INTERNATIONAL,
INC., ARCHIVISIONS, INC., WAH
WOON TAM a/k/a WAYNE TAM,
JEN-HAO MAO AND SANDY LIANG**

Defendant's United Aluminum Door Inc. ("UAD"), Very-Tact, International, Inc., Archivisions, Inc., Wah Woon Tam a/k/a Wayne Tam, Jen-Hao Mao and Sandy Liang. (collectively, the "Defendants"), by its undersigned counsel, by way of Answer to Plaintiff's Complaint (the "Complaint"), says as follows:

JURISDICTION:

1. Defendants deny the allegations contained in Paragraph 1 of the Complaint, except admits that Plaintiff purports to bring this action pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").
2. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint.
3. Defendants admit the allegation o contained in Paragraph 3 of the Complaint.
4. Defendants admit the allegations contained in Paragraph 4 of the Complaint.

5. Defendants admit the allegations contained in Paragraph 5 of the Complaint.

6. Defendants admits the allegations contained in Paragraph 6 of the Complaint.

7. Defendants admit the allegations contained in Paragraph 7 of the Complaint.

8. Defendants admit the allegations contained in Paragraph 8 of the Complaint.

9. Defendants lack knowledge or sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Complaint.

10. Defendants lack knowledge or sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of the Complaint, except to admit that the corporate defendants do business and are found within this district.

**AS TO THE FACTUAL ALLEGATIONS COMMON TO ALL ALLEGED
CAUSES OF ACTION**

11. Defendants admit the allegations contained in Paragraph 11 of the Complaint.

As To UAD

12. Defendants deny the allegations contained in Paragraph 12 of the Complaint, except to state that the Modified Credit Agreement¹ speaks for itself.

13. Defendants deny the allegations contained in Paragraph 13 of the Complaint, except to state that any documents referred to therein speak for themselves.

¹ Capitalized terms not defined herein shall have the definition contained in the Complaint.

14. Defendants deny the allegations contained in Paragraph 14 of the Complaint, except to state that any documents referred to therein speak for themselves.

15. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of the Complaint.

16. Defendants deny allegations contained in Paragraph 16 of the Complaint, except to state that any documents referred to therein speak for themselves.

17. Defendants deny the allegations contained in Paragraph 17 of the Complaint, except to state that any documents referred to therein speak for themselves.

18. Defendants deny the allegations contained in Paragraph 18 of the Complaint, except to state that any documents referred to therein speak for themselves.

19. Defendants deny the allegations contained in Paragraph 19 of the Complaint, except to state that any documents referred to therein speak for themselves.

20. Defendants deny the allegations contained in Paragraph 20 of the Complaint, except to state that any documents referred to therein speak for themselves.

As To Very-Tact

21. Defendants deny the allegations contained in Paragraph 21 of the Complaint, except to state that any documents referred to therein speak for themselves.

22. Defendants lack knowledge or sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of the Complaint.

23. Defendants deny the allegations contained in Paragraph 23 of the Complaint, except to state that any documents referred to therein speak for themselves.

24. Defendants deny the allegations contained in Paragraph 24 of the Complaint, except to state that any documents referred to therein speak for themselves.

25. Defendants deny the allegations contained in Paragraph 25 of the Complaint, except to state that any documents referred to therein speak for themselves.

As To Archivisions

26. Defendants deny the allegations contained in Paragraph 26 of the Complaint, except to state that any documents referred to therein speak for themselves.

27. Defendants deny the allegations contained in Paragraph 27 of the Complaint, except to state that any documents referred to therein speak for themselves.

28. Defendants lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint.

29. Defendants deny the allegations contained in Paragraph 29 of the Complaint, except to state that any documents referred to therein speak for themselves.

30. Defendants deny the allegations contained in Paragraph 30 of the Complaint, except to state that any documents referred to therein speak for themselves.

31. Defendants deny the allegations contained in Paragraph 31 of the Complaint, except to state that any documents referred to therein speak for themselves.

As To Wayne Tam

32. Defendants deny the allegations contained in Paragraph 32 of the Complaint, except to state that any documents referred to therein speak for themselves.

33. Defendants deny the allegations contained in Paragraph 33 of the Complaint, except to state that any documents referred to therein speak for themselves.

34. Defendants deny the allegations contained in Paragraph 34 of the Complaint, except to state that any documents referred to therein speak for themselves.

As To Jen-Hao Mao

35. Defendants deny the allegations contained in Paragraph 35 of the Complaint, except to state that any documents referred to therein speak for themselves.

36. Defendants deny the allegations contained in Paragraph 36 of the Complaint, except to state that any documents referred to therein speak for themselves.

37. Defendants deny the allegations contained in Paragraph 37 of the Complaint, except to state that any documents referred to therein speak for themselves.

As To Sandy Liang

38. Defendants deny the allegations contained in Paragraph 38 of the Complaint, except to state that any documents referred to therein speak for themselves.

39. Defendants deny the allegations contained in Paragraph 39 of the Complaint, except to state that any documents referred to therein speak for themselves.

40. Defendants deny the allegations contained in Paragraph 40 of the Complaint, except to state that any documents referred to therein speak for themselves.

As To Kuo Win Liu

41. Defendants deny the allegations contained in Paragraph 41 of the Complaint, except to state that any documents referred to therein speak for themselves.

42. Defendants deny the allegations contained in Paragraph 42 of the Complaint, except to state that any documents referred to therein speak for themselves.

As To The Alleged Events Of Default

43. Defendants deny the allegations contained in Paragraph 43 of the Complaint, except to state that any documents referred to therein speak for themselves.

44. Defendants deny the allegations contained in Paragraph 44 of the Complaint, except to state that any documents referred to therein speak for themselves.

45. Defendants deny the allegations contained in Paragraph 45 of the Complaint, except to state that any documents referred to therein speak for themselves.

46. Defendants deny the allegations contained in Paragraph 46 of the Complaint, except to state that any documents referred to therein speak for themselves.

47. Defendants deny the allegations contained in Paragraph 47 of the Complaint, except to state that any documents referred to therein speak for themselves.

48. Defendants deny the allegations contained in Paragraph 48 of the Complaint.

49. Defendant denies the allegations contained in Paragraph 49 of the Complaint.

50. Defendants deny the allegations contained in Paragraph 50 of the Complaint, except to state that any documents referred to therein speak for themselves.

51. Defendants deny the allegations contained in Paragraph 51 of the Complaint, except to state that any documents referred to therein speak for themselves.

52. Defendants deny the allegations contained in Paragraph 52 of the Complaint, except to state that any documents referred to therein speak for themselves.

53. Defendants deny the allegations contained in Paragraph 53 of the Complaint, except to state that any documents referred to therein speak for themselves.

54. Defendants deny the allegations contained in Paragraph 54 of the Complaint, except to state that any documents referred to therein speak for themselves.

55. Defendants deny the allegations contained in Paragraph 55 of the Complaint, except to state that any documents referred to therein speak for themselves.

56. Defendants deny the allegations contained in Paragraph 56 of the Complaint, except to state that any documents referred to therein speak for themselves.

57. Defendants deny the allegations contained in Paragraph 57 of the Complaint, except to state that any documents referred to therein speak for themselves.

58. Defendants deny the allegations contained in Paragraph 58 of the Complaint, except to state that any documents referred to therein speak for themselves.

59. Defendants deny the allegations contained in Paragraph 59.

60. Defendants deny the allegations contained in Paragraph 60.

61. Defendants deny the allegations contained in Paragraph 61.

62. Defendants deny the allegations contained in Paragraph 62.

63. Defendants deny the allegations contained in Paragraph 63.

AS TO THE ALLEGATION ALLEGED IN THE FIRST CAUSE OF ACTION

64. Defendants repeat and reallege all of the forgoing, responses and denials as if set forth at length herein.

65. Defendants deny the allegations contained in Paragraph 65.

AS TO THE ALLEGATION ALLEGED IN THE SECOND CAUSE OF ACTION

66. Defendants repeat and reallege all of the forgoing, responses and denials as if set forth at length herein.

67. Defendants deny the allegations contained in Paragraph 67.

68. Defendants deny the allegations contained in Paragraph 68.

AS TO THE ALLEGATION ALLEGED IN THE THIRD CAUSE OF ACTION

69. Defendants repeat and reallege all of the forgoing, responses and denials as if set forth at length herein.

70. Defendants deny the allegations contained in Paragraph 70.

71. Defendants deny the allegations contained in Paragraph 71.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief may be granted.

2. The claims in the Complaint are barred by estoppel.

3. The claims in the Complaint are barred by waiver.

4. The claims in the Complaint are barred as Plaintiff, by its own conduct, impaired Defendants' ability to make payment.

5. Defendants' are entitled to set-off.

6. Defendants' are entitled to recoupment.

7. The claims in the complaint are barred by a breach of Plaintiff's duty of good faith and fair dealing.

8. The claims in the complaint are barred as Plaintiff failed to act in a commercially reasonable manner.

9. The claims in the complaint are barred by the doctrine of unclean hands.

10. The claims in the Complaint are barred by public policy.

11. The claims in the Complaint are barred by plaintiff's intentional interference with defendant's prospective economic advantage.

12. The claims in the complaint are barred by plaintiff's negligent interference with contract.

13. The claims in the complaint are barred by plaintiff's negligent interference with the economic advantage of defendant.

14. The claims in the Complaint are barred as certain of the funds from which the Plaintiff seeks payment are "trust fund" moneys and not available to Plaintiff.

15. The claims in the complaint are barred by plaintiff's breach of its fiduciary duty to defendant.

16. The Defendants' guaranties are void by duress or economic duress.

17. The Defendants' guaranties are not supported by adequate consideration.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray for relief as follow:

- a. Dismissing the Complaint with prejudice;
- b. Awarding Defendant attorneys' fees and other costs of defense;
- and
- c. Granting such other and further relief as the Court deems just and proper.

Dated: July 6, 2007

LAW OFFICES OF MARTIN W. CHOW
LLC

By: /s/ Martin W. Chow

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